UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

In re:	Jointly Administered Under Case No. 17-30673 (MER)
Gander Mountain Company, Overton's, Inc.,	Case No. 17-30673 Case No. 17-30675
Debtors.	Chapter 11 Cases

OBJECTION OF B.H. WEST BARABOO, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY TO DEBTORS' NOTICE OF CURE AMOUNT

B.H. West Baraboo, LLC., a California limited liability company, (hereinafter "B.H. West Baraboo"), by and through its attorneys, respectfully files its objection (hereinafter, the "Objection") to the Notice of Cure Amount filed on April 6, 2017, by Gander Mountain Company (hereinafter, the "Debtor") and Overton's, Inc., the Debtors in Possession in these jointly administered cases (Docket No. 377) (hereinafter, the "Notice of Cure"). In support of its Objection, B.H. West Baraboo states as follows:

1. B.H. West Baraboo, as landlord, and the Debtor, as the tenant, are parties to an unexpired lease dated July 17, 2003, as amended on or about August 29, 2003, October 2013, and September 29, 2015, of nonresidential real property located within a "shopping center," as that term is used in 11 U.S.C. § 365(b)(3), in the City of West Baraboo, Wisconsin (hereinafter, the "Lease").

2. In the Notice of Cure the Debtor took the position (as shown in Exhibit 1 to the Notice of Cure) that the amount owed to cure the default existing under the Lease is $51,151.82 (hereinafter, the "Proposed Cure Amount").

3. B.H. West Baraboo disputes the Proposed Cure Amount because the appropriate

amount due and owning under the Lease in order to cure all defaults is $73,733.71 (hereinafter, the "Correct Cure Amount"). The Correct Cure Amount includes the following components:

(a) Rent / CAM / Insurance / Taxes

Pay	Charge Date	Charge Amount	Amount Outstanding	Notes
21,235.38	2/1/2017	21,235.38	21,235.38	Property Rent (02/2017)
430.16	2/1/2017	430.16	430.16	CAM General (02/2017)
365.30	2/1/2017	365.30	365.30	Insurance Pass Through (02/2017)
3,545.07	2/1/2017	3,545.07	3,545.07	Property Tax Pass Through (02/2017)
25,575.91				
10,932.97	2/20/2017	10,932.97	10,932.97	Prior Year CAM Recovery Adj (01/2016 - 12/2016)
226.43	2/20/2017	226.43	226.43	Prior Year Ins Recovery Adj (01/2016 - 12/2016)
-2,323.04	2/20/2017	-2,323.04	-2,323.04	Prior Year Tax Recovery Adj (01/2016 - 12/2016)
8,836.36				
21,235.38	3/1/2017	21,235.38	21,235.38	Property Rent (03/2017)
1,822.45	3/1/2017	1,822.45	1,822.45	CAM General (03/2017)
404.54	3/1/2017	404.54	404.54	Insurance Pass Through (03/2017)
3,396.15	3/1/2017	3,396.15	3,396.15	Property Tax Pass Through (03/2017)
26,858.52				
$61,270.79				

(b) Claim of Fine Line Services, Inc. for $12,462.92

On or about March 15, 2017, B.H. West Baraboo received a Notice of Intention to File Claim for Lien from Fine Line Services, Inc. in the amount of $12,462.92 related to ceiling tile replacement. The Lease between the parties requires the sublessee (the Debtor) to maintain the interior of the leased premises, including the ceiling coverings. To the extent that B.H. West Baraboo is required to pay the claim, then it is entitled to reimbursement from the Debtor.

(c) Reservation of Rights

Prior to the Petition Date, the Debtor incurred various costs and expenses in connection with the Lease premises. At this time, B.H. West Baraboo is not aware of claimants who may assert additional liens against the Lease premises. B.H. West Baraboo reserves the right to amended it cure claim in the event that it is forced to incur additional pre-petition obligations as a result of the Debtor.

4. Before assuming any unexpired lease of real property, 11 U.S.C. § 365 requires the Debtor to cure promptly all defaults then existing. 11 U.S.C. §§ 365(b)(1)(A) and (B). The Debtor's obligation to cure the existing defaults promptly by paying B.H. West Baraboo the Correct Cure Amount should be payable, by either the Debtor or any appropriate purchaser of the Debtor's interest under the Lease, immediately upon the assumption and assignment of the Lease.

5. B.H. West Baraboo reserves all rights, including, but not limited to, the right to (1) supplement this Objection with additional costs and fees in its Correct Cure Amount as they accrue under the terms of the lease prior to the Lease being assumed and/or assigned; (ii) raise all sale-related objections; (iii) raise all objections related to the assumption and assignment of the Lease to any purchaser, including, but not limited to, all objections to adequate assurance of future performance by any potential purchaser; (iv) raise any objection to a request to delegate the Lease for further assignment in the event it does not become part of the current sale; and (v) object to any filed agency agreement; store closing agreement; sale guidelines, liquidation guidelines and/or liquidation agreements that are inconsistent with the terms of the Lease.

WHEREFORE, B.H. West Baraboo respectfully requests that this Court order that any assumption and assignment of the Lease be conditioned upon payment of the Correct Cure Amount of $73,733.71 to B.H. West Baraboo, and for such other and further relief as is appropriate under the circumstances.

Dated: April 18, 2017

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CERTIFICATE OF SERVICE

I, David E. Runck, declare under penalty of perjury that on April 18, 2017, I caused the following document:

OBJECTION OF B.H. WEST BARABOO, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY TO DEBTORS' NOTICE OF CURE AMOUNT

to be served electronically with the Clerk of Court through ECF, and ECF will send an e-notice of the electronic filing to the filed on file with the ECF system.

Dated: April 18, 2017

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